

<i>SERFF Tracking Number:</i>	<i>REGU-125403852</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Arch Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>ARCH-07-244</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>HSBC Energy program</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Arch Insurance Company	SERFF Tr Num: REGU-125403852	State: Arkansas
Product Name: HSBC Energy program	SERFF Status: Closed	State Tr Num: EFT \$50
TOI: 17.0 Other Liability - Claims Made/Occurrence		
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: ARCH-07-244		State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Jeremy Battles	Disposition Date: 01/03/2008
	Date Submitted: 12/28/2007	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New):
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name:	Status of Filing in Domicile: Pending
Project Number:	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 01/03/2008	
State Status Changed: 01/03/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Arch Insurance Company, a member of Insurance Services Office (ISO), is submitting independent general liability forms for its new HSBC Energy Program.	

These endorsements will be attached to the current ISO Commercial General Liability Coverage Part, which ISO filed on Arch's behalf. This new program's rates will be determined by Arch's approved GL LCM and the ISO General Liability loss costs, rules and rating plans.

SERFF Tracking Number:	REGU-125403852	State:	Arkansas
Filing Company:	Arch Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	ARCH-07-244		
TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0001 Commercial General Liability
Product Name:	HSBC Energy program		
Project Name/Number:	/		

This is a new program for Arch and there is no rate impact.

Company and Contact

Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Jeremy Battles, Senior Analyst jeremybattles@ircllc.com
 50 Broad Street (212) 571-3989 [Phone]
 New York, NY 10004

Filing Company Information

Arch Insurance Company	CoCode: 11150	State of Domicile: Missouri
One Liberty Plaza	Group Code: 1279	Company Type: P&C
53rd Floor		
New York, NY 10006	Group Name: Arch Capital	State ID Number:
(212) 651-9863 ext. [Phone]	FEIN Number: 43-0990710	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	Forms Filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Arch Insurance Company	\$50.00	12/28/2007	17272308

SERFF Tracking Number: REGU-125403852 State: Arkansas
Filing Company: Arch Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: ARCH-07-244
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: HSBC Energy program
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	01/03/2008	01/03/2008

SERFF Tracking Number: *REGU-125403852* *State:* *Arkansas*
Filing Company: *Arch Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *ARCH-07-244*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *HSBC Energy program*
Project Name/Number: */*

Disposition

Disposition Date: 01/03/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125403852 State: Arkansas
Filing Company: Arch Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: ARCH-07-244
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: HSBC Energy program
Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Authorization, Explanatory Memorandum	Approved	Yes
Form	Waiver of Subrogation As Required By Contract	Approved	Yes
Form	Additional Insured - Where Required Under Contract Or Agreement	Approved	Yes
Form	Primary Coverage For Specified Persons Or Organizations Named As Additional Insureds - Ongoing And Completed Operations	Approved	Yes
Form	Anti-Stacking Of Limits Endorsement	Approved	Yes
Form	Aircraft Products Exclusion And Grounding Endorsement	Approved	Yes
Form	ERISA Exclusion	Approved	Yes
Form	In Rem Coverage	Approved	Yes
Form	Products Completed Operations Exception For Specified Business Activities	Approved	Yes
Form	Forest Fire Suppression Costs Endorsement	Approved	Yes
Form	MTBE Exclusion	Approved	Yes
Form	Radioactive Matter Exclusion	Approved	Yes
Form	Exclusion For Continuing Or Progressive "Bodily Injury", "Personal And Advertising Injury" Or "Property Damage Liability"	Approved	Yes
Form	Amendment Of Limits Of Insurance	Approved	Yes
Form	Boats	Approved	Yes
Form	Residential Construction Operations Exclusion Endorsement	Approved	Yes
Form	Exclusion - Underground Storage Tank Incidents	Approved	Yes
Form	Transmissible Spongiform Encephalopathy (TSE) Exclusion Endorsement	Approved	Yes

SERFF Tracking Number: *REGU-125403852* *State:* *Arkansas*
Filing Company: *Arch Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *ARCH-07-244*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *HSBC Energy program*
Project Name/Number: /

Form	Pollution Exclusion - Limited Exception For A Short -Term Pollution Event	Approved	Yes
Form	Absolute Wrap - Up Exclusion	Approved	Yes
Form	Gulf Of Mexico Endorsement	Approved	Yes
Form	Livestock Damage Endorsement	Approved	Yes
Form	Waiver Of Premium Audit Endorsement	Approved	Yes

SERFF Tracking Number: REGU-125403852 State: Arkansas

Filing Company: Arch Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: ARCH-07-244

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: HSBC Energy program

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Waiver of Subrogation As Required By Contract	00 GL0407 00 11 07	11 07	Endorsement/Amendment/Conditions	New	0.00	Waiver of Subrogation - 00 GL0407 00 11 07.pdf
Approved	Additional Insured - Where Required Under Contract Or Agreement	00 GL0408 00 11 07	11 07	Endorsement/Amendment/Conditions	New	0.00	Additional Insured Excl Prof Services - 00 GL0408 00 11 07.pdf
Approved	Primary Coverage For Specified Persons Or Organizations Named As Additional Insureds - Ongoing And Completed Operations	00 GL0409 00 11 07	11 07	Endorsement/Amendment/Conditions	New	0.00	Additional Insured Primary Products - 00 GL0409 00 11 07.pdf
Approved	Anti-Stacking Of Limits Endorsement	00 GL0410 00 11 07	11 07	Endorsement/Amendment/Conditions	New	0.00	AntiStacking Limits 00 GL0410 00 11 07.pdf
Approved	Aircraft Products Exclusion And Grounding Endorsement	00 GL0411 00 11 07	11 07	Endorsement/Amendment/Conditions	New	0.00	Aircraft Products and Grounding Excl - 00 GL0411 00 11 07.pdf
Approved	ERISA Exclusion	00	11 07	Endorsement	New	0.00	Erisa

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: HSBC Energy program
Project Name/Number: /

		GL0412		nt/Amendm		Exclusion -
		00 11 07		ent/Condi		00 GL0412
				ons		00 11 07.pdf
Approved	In Rem Coverage	00 11 07		Endorseme New	0.00	Inrem - 00
		GL0413		nt/Amendm		GL0413 00
		00 11 07		ent/Condi		11 07.pdf
				ons		
Approved	Products	00 11 07		Endorseme New	0.00	HVAC
	Completed	GL0414		nt/Amendm		Pollution - 00
	Operations	00 11 07		ent/Condi		GL0414 00
	Exception For			ons		11 07.pdf
	Specified					
	Business					
	Activities					
Approved	Forest Fire	00 11 07		Endorseme New	0.00	Forest Fire
	Supression Costs	GL0415		nt/Amendm		Suppression
	Endorsement	00 11 07		ent/Condi		Expense -
				ons		00 GL0415
						00 11 07.pdf
Approved	MTBE Exclusion	00 11 07		Endorseme New	0.00	MTBE
		GL0416		nt/Amendm		Exclusion -
		00 11 07		ent/Condi		00 GL0416
				ons		00 11 07.pdf
Approved	Radioactive	00 11 07		Endorseme New	0.00	Radioactive
	Matter Exclusion	GL0417		nt/Amendm		matter
		00 11 07		ent/Condi		Exclusion -
				ons		00 GL0417
						00 11 07.pdf
Approved	Exclusion For	00 11 07		Endorseme New	0.00	Progressive
	Continuing Or	GL0418		nt/Amendm		Claims
	Progressive	00 11 07		ent/Condi		Exclusion -
	"Bodily Injury",			ons		00 GL0418
	"Personal And					00 11 07.pdf
	Advertising					
	Injury" Or					
	"Property					
	Damage Liability"					
Approved	Amendment Of	00 11 07		Endorseme New	0.00	Per Project

SERFF Tracking Number: REGU-125403852 State: Arkansas
Filing Company: Arch Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: ARCH-07-244
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: HSBC Energy program
Project Name/Number: /

	Limits Of Insurance	GL0419 00 11 07	nt/Amendm ent/Condi ons		Aggregate - 00 GL0419 00 11 07.pdf
Approved	Boats	00 11 07 GL0420 00 11 07	Endorseme New nt/Amendm ent/Condi ons	0.00	Owned Watercraft - 00 GL0420 00 11 07.pdf
Approved	Residential Construction Operations Exclusion Endorsement	00 11 07 GL0421 00 11 07	Endorseme New nt/Amendm ent/Condi ons	0.00	Residential Construction Exclusion - 00 GL0421 00 11 07.pdf
Approved	Exclusion - Underground Storage Tank Incidents	00 11 07 GL0422 00 11 07	Endorseme New nt/Amendm ent/Condi ons	0.00	Underground Storage Tank excl - 00 GL0422 00 11 07.pdf
Approved	Transmissible Spongiform Encephalopathy (TSE) Exclusion Endorsement	00 11 07 GL0423 00 11 07	Endorseme New nt/Amendm ent/Condi ons	0.00	TSE Excl - 00 GL0423 00 11 07.pdf
Approved	Pollution Exclusion - Limited Exception For A Short - Term Pollution Event	00 11 07 GL0424 00 11 07	Endorseme New nt/Amendm ent/Condi ons	0.00	Time Element Pollution 00 GL0424 00 11 07.pdf
Approved	Absolute Wrap - Up Exclusion	00 11 07 GL0425 00 11 07	Endorseme New nt/Amendm ent/Condi ons	0.00	Wrap-up Exclusion - 00 GL0425 00 11 07.pdf
Approved	Gulf Of Mexico Endorsement	00 12 07 GL0429 00 12 07	Endorseme New nt/Amendm ent/Condi ons	0.00	Gulf of Mexico 00 GL0429 00 12 07.pdf
Approved	Livestock Damage	00 12 07 GL0430	Endorseme New nt/Amendm	0.00	Livestock Damage 00

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<i>Company Tracking Number:</i>	<i>ARCH-07-244</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>HSBC Energy program</i>		
<i>Project Name/Number:</i>	<i>/</i>		

	Endorsement	00 12 07	ent/Condi ons		GL0430 00 12 07.pdf
Approved	Waiver Of	00 12 07	Endorseme New	0.00	Premium
	Premium Audit	GL0431	nt/Amendm		Audit Wavier
	Endorsement	00 12 07	ent/Condi ons		00 GL0431 00 12 07.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The Company agrees to waive any right of recovery against any person or organization, as required by written contract, because of payments we make for injury or damage which is limited to liability directly caused by "your work" which is imputed to such person or organization.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT
OR AGREEMENT**

(Professional Services Exclusion)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section II - Who is an Insured, 1., is amended to add:

f. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR ORGANIZATIONS
NAMED AS ADDITIONAL INSURED -
ONGOING AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to **SECTION II - WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insureds; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any such other insurance only if the additional insured is designated as an insured in the Declarations of the other insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the Policy remain the same.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING OF LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is hereby understood and agreed that:

- (1) If any **Claim** gives rise to coverage both under this Policy and under any other Policy(ies) (as defined in Paragraph (2) below) issued by us or any of our affiliates, the maximum aggregate liability for all Losses (including **Defense Costs**) under this Policy and all such Other Policies combined on account of such **Claim** shall not exceed the largest single applicable limit of liability under any such policies. The Limits of Liability under this Policy shall be reduced, and may be exhausted, by payments under this Policy and/or payments under the Other Policy(ies).
- (2) For purposes of this endorsement, the term "Other Policy(ies)" shall mean the following:

Named Insured

Policy Names

Policy Numbers

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT PRODUCTS EXCLUSION AND GROUNDING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability. 2. - Exclusions, is amended to add:

r. Aircraft Products and Completed Operations.

"Bodily injury" or "property damage", arising out of "aircraft products and completed operations" or reliance upon any representations or warranties made with respect to "aircraft products and completed operations", nor to any "bodily injury" or "property damage" arising out of the "grounding" of any "aircraft".

Section V. - Definitions, 16. - Products-completed operations hazard, is amended to add the following paragraph:

c.

"Aircraft products-completed operations hazard", includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work", including services and labor performed by you, or on your behalf, in connection with "aircraft", including missiles, space craft, as well as the ground support or control equipment used therewith, and any goods or products manufactured, sold, handled or distributed by you or your predecessor companies, as well as any services provided or recommended by you or your predecessor companies, for use in the manufacture, repair, operation, maintenance or use of any "aircraft". Also included are any articles furnished by you and installed in "aircraft" or used in connection with "aircraft" or for spare parts for "aircraft", including ground handling tools and equipment, as well as training aids, instruction manuals, blueprints, engineering or other data, engineering or other advice, and labor relating to such "aircraft" or articles, except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned.

Section V. - Definitions, is amended with the addition of the following definitions:

23.

"Grounding" means the withdrawal of one or more "aircraft" from flight operations or the imposition of speed, passenger or load restrictions on such "aircraft", by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such "aircraft" or any part thereof sold, handled or distributed by you or manufactured, assembled or processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings or with tools machinery or other equipment furnished to such persons or organizations by you, whether such "aircraft" so withdrawn are owned or operated by the same or different persons, organizations or corporations. A "grounding" will be deemed to commence on the date of an "occurrence" which discloses such condition or on the date an "aircraft" is first withdrawn from service on account of such condition, whichever occurs first.

24.

"Aircraft" means a vehicle designed to be used primarily in the air and to be supported by the dynamic reaction of the air upon the vehicle's wings or rotorblades, and/or by the vehicle's buoyancy in the air. The term "aircraft", however, excludes missiles, spacecraft and the ground support or control equipment used therewith.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERISA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

r. ERISA

"Bodily injury" or "property damage", arising out of any obligation you incur under the Employee Retirement Income Security Act of 1974, Public Law 93-406, any law amendatory thereof or any regulation pertaining thereto.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions is amended to add:

q. ERISA

Arising out of any obligation you incur under the Employee Retirement Income Security Act of 1974, Public Law 93-406, any law amendatory thereof or any regulation pertaining thereto.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IN REM COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section II - Who Is An Insured, following the last unmarked paragraph, is amended to add:

In Rem actions against any watercraft owned or operated by or rented or loaned to any insured will in all respects be treated in the same manner as though the action were *In Personam* against that insured.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRODUCTS COMPLETED OPERATIONS EXCEPTION FOR SPECIFIED BUSINESS
ACTIVITIES**

This endorsement modifies insurance provided under following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section 1 – Coverages, Coverage A. – Bodily Injury and Property Damage Liability, 2. – Exclusion, f. – Pollution is amended as follows:

f. Pollution, (1), (a) and (d) are amended by the addition of the following subparagraph:

(iv) “Bodily injury” or “property damage” that may arise out of the “products-completed operations hazard” for the installation, maintenance, service or repair of heating, ventilation and/or air conditioning systems.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREST FIRE SUPPRESSION COSTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The Declarations are hereby amended to include the following "forest fire suppression costs" limits:

Each Event Limit	<u>\$1,000,000</u>
Aggregate Limit	<u>\$1,000,000</u>

SECTION I - COVERAGES is amended to include the following:

COVERAGE D FOREST FIRE SUPPRESSION COSTS

1. Insuring Agreement

(a) We will pay "forest fire suppression costs" arising out of an "occurrence" to which this Insurance applies and for which you become legally obligated to pay pursuant to a government permit. But:

(l) The amount we will pay for "forest fire suppression costs" is limited as described in Section III - Limits Of Insurance as amended below; and,

(b) Coverage for "forest fire suppression costs" applies only if:

(1) The "forest fire suppression costs" result from an "occurrence" that takes place in the "coverage territory"; and

(2) The "occurrence" takes place during the policy period.

2. Exclusions

We will not pay "forest fire suppression costs":

(a) that are otherwise covered under Coverage A, Coverage B, or Coverage C.

SECTION III - LIMITS OF INSURANCE is amended to include the following:

8. Subject to 2. above, the Each Event Limit is the most we will pay under Coverage D for "forest fire suppression costs" arising out of any one "Occurrence".

9. Subject to 2. above, the Aggregate Limit is the most we will pay under Coverage D for the sum of all "forest fire suppression costs".

SECTION V. DEFINITIONS is amended to include the following:

23. "Forest fire suppression costs" means all costs or expenses incurred by you to bring a forest fire under control, and includes your costs to engage a person other than on Insured to act on your behalf to bring a forest fire under control.

All other terms and conditions in the Policy remain the same.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MTBE EXCLUSION
Applicable to Coverages A, B and C

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I – COVERAGES A, B and C are each amended to include the following additional exclusion:

MTBE and Other Fuel Oxygenates

Under Coverages A, B and C, this insurance does not apply to any liability arising out of methyl tertiary-butyl ether (MTBE) or other fuel oxygenates including, but not limited to, the following:

1. Ether oxygenates, such as ethyl tertiary-butyl ether (EWE), tertiary-amyl methyl ether (TAME), tertiary-amyl ethyl ether (TAEE), diisopropyl ether (DIPE), and dimethyl ether (DME); and
- 2- Alcohol oxygenates, such as methanol (methyl alcohol), and tertiary-butyl alcohol (TBA).

However, this exclusion does not apply to “bodily injury” or “property damage” arising out of ethanol (ethyl alcohol).

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion shall supersede any such coverage.

All other terms and conditions of the policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RADIOACTIVE MATTER EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2- - Exclusions, is amended to add:

Any liability for "bodily injury" or "property damage" arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions, is amended to add:

Arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION FOR CONTINUING OR PROGRESSIVE
“BODILY INJURY”, “PERSONAL AND ADVERTISING INJURY” OR
“PROPERTY DAMAGE LIABILITY”**

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. SECTION 1.-COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 1. Insuring Agreement, a. is amended to add the following paragraph:

(3) In the event of continuing or progressive “bodily injury” or “property damage” over any length of time, we will have no duty to defend or investigate any “occurrence”, claim or “suit” unless such “bodily injury” or “property damage” first commenced during the policy period.

2. SECTION 1.-COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 1. Insuring Agreement, b. (3), c., d., d. (1), d. (2), d. (3) and e. are deleted from the policy.

3. SECTION 1. – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusion is amended to add:

r. “bodily injury” or “property damage” which is continuing or progressive and which first commenced prior to the inception date of this policy. This exclusion shall apply whether or not the insured’s legal obligation to pay for damages for “bodily injury” or “property damage” was established before the inception date of this policy.

4. SECTION 1.-COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 1. Insuring Agreement, a. is amended to add the following:

(3) In the event of continuing or progressive “personal and advertising injury” over any length of time, we will have no duty to defend or investigate any offense, claim or “suit” unless such “personal and advertising injury” shall be deemed to be one offense, and shall be deemed to occur or be committed only when such “personal and advertising injury” first commenced.

5. SECTION 1.-COVERAGES, COVERAGE B.-Personal and Advertising Liability, 2-Exclusions is amended to add the following exclusion:

q. Continuous or Progressive “Personal and Advertising Injury

“Personal and advertising injury” which is continuing or progressive and which first commenced prior to the inception date of this policy. This exclusion shall apply whether or not the insured’s legal obligation to pay for damages for “personal and advertising injury” was established before the inception date of this policy.

7. SECTION IV. CONDITIONS is amended to add the following conditions:

10. Obligations of Other Insurers

Nothing herein shall be interpreted to relieve any other insurer from obligations under policies issued to any insured which provide coverage for all or part of any continuing or progressive “bodily injury”, “property damage” or “personal and advertising injury”.

11. Defects with Deficiencies in Buildings and Property

With respect to any alleged defects and deficiencies in buildings or real property, this Endorsement applies separately to each alleged defect or deficiency.

6. SECTION V. DEFINITIONS, Paragraph 13. Occurrence is deleted in its entirety and replaced by the following:

13. "Occurrence" means an accident including continuous or repeated exposure to substantially the same general harmful conditions.

In the event of continuing or progressive "bodily injury" or "property damage" over any length of time, such "bodily injury" or "property damage" shall be deemed to be on "occurrence", and shall be deemed to occur only when such "bodily injury" or "property damage" first commenced.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE

(Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit:

- | | |
|---|----|
| <input type="checkbox"/> Per Project General Aggregate Limit | \$ |
| <input type="checkbox"/> Per Location General Aggregate Limit | \$ |
| <input type="checkbox"/> Per Project and Per Location General Aggregate Limit | \$ |

IF NONE OF THESE BOXES ARE CHECKED, SECTION I. OF THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, SECTION I. OF THIS ENDORSEMENT IS VOID.

II. SECTION III — LIMITS OF INSURANCE, is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products- completed operations hazard".

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
- because of all bodily injury and property damage arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of bodily injury" sustained by any one person.

8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:

- a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical Expenses under Coverage C
- arising out of any single Project described above.

9. Subject to 2., 4., 5., 6., and/or, above, the Per Location pay under Coverages A, B, and C combined for the sum of:

- a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical expenses under Coverage C
- arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	\$
Each Occurrence Limit	\$
Products-Completed Operations Aggregate Limit	\$
Personal & Advertising Injury Limit	\$
Damage to Premises Rented to You	\$
Medical Expense Limit	\$
Per Project General Aggregate Limit. Per Location	\$
General Aggregate Limit or Per	\$
Project and Per Location General Aggregate Limit	\$

IV. SECTION V — DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of the Policy remain the same.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOATS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Watercraft:

Additional Premium: \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft owned or used by or rented to the insured shown in the Schedule.
2. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESIDENTIAL CONSTRUCTION OPERATIONS EXCLUSION ENDORSEMENT
(With Exception For Public Streets, Roads, or Right Of Ways, or Water, Sewer,
Gas, Communication, or Power Line Work)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The policy is hereby amended as follows:

- I. SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended to include the following additional exclusion:

Residential Construction Operations

This insurance does not apply to "bodily injury" or "property damage" arising out of "residential construction operations." This exclusion applies whether or not the residential construction operations have been completed or are ongoing.

- II. SECTION I — COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions is amended to include the following additional exclusion:

Residential Construction Operations

This insurance does not apply to personal and advertising injury arising out of "residential construction operations." This exclusion applies whether or not the "residential construction operations" have been completed or are ongoing.

- III. SECTION V — DEFINITIONS is amended to include the following definition:

"Residential construction operations" means any activity by or on behalf of any insured, in any capacity, regarding, related to, or in support of, any construction of detached single family houses, attached single family houses, residential condominiums or residential cooperatives.

"Residential construction operations" do not include public streets, roads or right of ways, or water, sewer, gas, communication, or power line work.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNDERGROUND STORAGE TANK INCIDENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This form is amended as follows:

Section I., Coverage A and B, Item 2., EXCLUSIONS is amended to include the following exclusion:

Underground Storage Tank Incidents

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by "underground storage tank incidents".

A. The following definitions are added to DEFINITIONS (Section V):

1. "Underground storage tank" means any underground storage tank, including any attached underground pumps and piping, if such tank is owned or operated by you.
2. "Underground storage tank incident" means any "bodily injury" or "property damage", "personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" from an "underground storage tank" into ground water, surface water or subsurface soil.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY
(TSE) EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is hereby agreed as follows:

This insurance, whether provided under Coverage A, B, C, D or E or under any endorsement to this policy, does not apply to bodily injury, property damage, personal and advertising injury, or any other loss, cost or expense, including, but not limited to inspection costs, surveillance costs, slaughter costs and costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by any form of Transmissible Spongiform Encephalopathy (TSE), including, but not limited to Bovine Spongiform Encephalopathy (BSE), Chronic Wasting Disease (CWD), Creutzfeldt-Jakob Disease, New Variant Creutzfeldt-Jakob Disease (nv-CJD), Scrapie or Transmissible Mink Encephalopathy, regardless of any other cause, event, material or product that contributed concurrently or in any sequence to that bodily injury, property damage, personal and advertising injury, loss, cost or expense.

TSE includes but is not limited to any bodily injury, property damage, personal and advertising injury, loss, cost or expense which is related to or contributed to, caused or accelerated by or results from any form of TSE, or any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection therewith.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION EXCLUSION – LIMITED EXCEPTION
FOR A SHORT-TERM POLLUTION EVENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following replaces Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured;
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (iv)** "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than twenty one (21) days after its ending.
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than twenty one (21) days after its ending.
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

B. The following are added to the Definitions Section:

1. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:
 - a. Begins during the policy period;
 - b. Begins at an identified time and place;
 - c. Ends, in its entirety, at an identified time within seven (7) days of the beginning of the discharge, dispersal, release or escape of the "pollutants";
 - d. Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;
 - e. Does not originate from an "underground storage tank"; and
 - f. Is not heat, smoke or fumes from a "hostile fire".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions a. through f. of this definition to be considered a "short-term pollution event".

2. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE WRAP-UP EXCLUSION

This endorsement modifies insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2. Exclusions of SECTION I — COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of either your ongoing operations or operations included within the “products-completed operations hazard”, which are performed by or on your behalf and which are insured under any Owner Controlled Insurance Program (O.C.I.P.), Contractor Controlled Insurance Program (C.C.I.P.) or other similar program (a “Wrap Up Program”).

This exclusion applies whether or not the Wrap Up Program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GULF OF MEXICO ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section V, Definitions, 4. "Coverage Territory", paragraph a. is amended to include the Gulf of Mexico.

All other terms and conditions in the policy remain the same.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIVESTOCK DAMAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. The Declarations are hereby amended to include the following "livestock damage" limits:

Per Any One Animal Damage Limit:	<u>\$ 5,000</u>
Each Occurrence Limit:	<u>\$25,000</u>

II. SECTION I - COVERAGES is amended to include the following:

COVERAGE D LIVESTOCK DAMAGE

1. Insuring Agreement

(a) We will pay for injury to or the destruction of "livestock" belonging to others as a result of burns or shock caused by electric power lines owned or controlled by the insured which have been broken or have fallen solely and exclusively as a result of violence of nature, provided that the insured would not otherwise be liable for such injury or destruction. But:

(1) The amount we will pay for "livestock" damage is limited as described in Section III - Limits Of Insurance as amended below; and,

(2) At our own election, we may pay for the "livestock" damage by monetary terms or we may replace the injured or destroyed animal. Any animal so paid for or replaced shall become our property.

(b) Coverage for "livestock" damage applies only if:

(1) The "livestock" damage results from an "occurrence" that takes place in the "coverage territory"; and

(2) The "occurrence" takes place during the policy period.

2. Exclusions

We will not pay "livestock" damage:

that is otherwise covered under any of the other Coverage Sections of this policy,

III. SECTION III - LIMITS OF INSURANCE is emended to include the following:

8. Subject to Paragraph 2. above, the Any One Animal Damage Limit is the most we will pay under Coverage D for injury to or destruction of any one animal.

9. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay under Coverage D for "livestock" damage arising out of any one "occurrence" at any one location.

10. Subject to Paragraph 2. above, the most we will pay under Coverage D for injury to or destruction of any one animal shall not exceed the actual cash value of any similar "livestock" at the time of loss, nor what it would then cost to replace the injured or destroyed "livestock" with other of the nearest obtainable kind and quality.

IV. SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Item 4. Other Insurance, b. Excess Insurance is amended to include the following:

(c) any other valid and collectible insurance that would apply to such loss with respect to Coverage D;

Item 8. Transfer Of Rights of Recovery Against Others To Us is amended to include the following:

The insured shall execute and deliver instruments and papers and do whatever is necessary to secure our right of subrogation to all of the insured's rights of recovery against any person or organization.

V. SECTION V. DEFINITIONS is amended to include the following:

23. "Livestock" means all domestic animals raised for profit.

All other terms and conditions in the policy remain the same.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF PREMIUM AUDIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

IT IS HEREBY AGREED THAT, "THE POLICY IS NOT SUBJECT TO AUDIT,"

All other terms and conditions in the policy remain the same.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

<i>SERFF Tracking Number:</i>	<i>REGU-125403852</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Arch Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>ARCH-07-244</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>HSBC Energy program</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125403852 State: Arkansas
Filing Company: Arch Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: ARCH-07-244
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: HSBC Energy program
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 01/03/2008

Comments:

Attachment:

AR NAIC Transmittal.pdf

Satisfied -Name: Filing Authorization, Explanatory
Memorandum **Review Status:** Approved 01/03/2008

Comments:

Attachments:

1 - Filing Authorization Letter.pdf

2 - Explanatory Memorandum.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div>New Business</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Renewal Business</div> <div></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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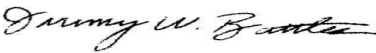
3. Group Name	Group NAIC #
Arch Capital Group	1279

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Arch Insurance Company	MO	11150	43-0990710	

5. Company Tracking Number	ARCH-07-244
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Jeremy Battles, IRC 50 Broad Street, Suite 501 New York, NY 10004	Manager	212-571-3989	212-571-2502	jeremybattles@irc.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jeremy Battles

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 - Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0001 - Commercial General Liability
11. State Specific Product code(s) (if applicable)[See State Specific	N/A
12. Company Program Title (Marketing title)	HSBC Energy Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	12/28/2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	ARCH-07-244
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21.	Filing Description	[This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Arch Insurance Company, a member of Insurance Services Office (ISO), is submitting independent general liability forms for its new HSBC Energy Program.

These endorsements will be attached to the current ISO Commercial General Liability Coverage Part, which ISO filed on Arch's behalf. This new program's rates will be determined by Arch's approved GL LCM and the ISO General Liability loss costs, rules and rating plans.

This is a new program for Arch and there is no rate impact.

22.	Filing Fees	(Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: EFT
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	ARCH-07-244			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Waiver of Subrogation As Required By Contract	00 GL0407 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Additional Insured - Where Required Under Contract Or Agreement	00 GL0408 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Primary Coverage For Specified Persons Or Organizations Named As Additional Insureds - Ongoing And Completed Operations	00 GL0409 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> <input type="checkbox"/> Withdrawn		
04	Anti-Stacking Of Limits Endorsement	00 GL0410 00 11 07	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Aircraft Products Exclusion And Grounding Endorsement	00 GL0411 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	ERISA Exclusion	00 GL0412 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	In Rem Coverage	00 GL0413 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Products Completed Operations Exception For Specified Business Activities	00 GL0414 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/>		
09	Forest Fire Suppression Costs Endorsement	00 GL0415 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	MTBE Exclusion	00 GL0416 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		ARCH-07-244		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	Radioactive Matter Exclusion	00 GL0417 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Exclusion For Continuing Or Progressive "Bodily Injury", "Personal And Advertising Injury" Or "Property Damage Liability"	00 GL0418 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> <input type="checkbox"/> Withdrawn		
13	Amendment Of Limits Of Insurance	00 GL0419 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn		
14	Boats	00 GL0420 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Residential Construction Operations Exclusion Endorsement (With Exception for Public Streets, Roads, or Right of Ways, or Water, Sewer, Gas, Communication, or Power Line Work	00 GL0421 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> <input type="checkbox"/> Withdrawn		
16	Exclusion - Underground Storage Tank Incidents	00 GL0422 00 11 07	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Transmissible Spongiform Encephalopathy (TSE) Exclusion Endorsement	00 GL0423 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Pollution Exclusion - Limited Exception For A Short -Term Pollution Event	00 GL0424 00 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/>		
19	Absolute Wrap - Up Exclusion	00 GL0425 00 11 07	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Gulf Of Mexico Endorsement	00 GL0429 00 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	Livestock Damage Endorsement	00 GL0430 00 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Waiver Of Premium Audit Endorsement	00 GL0431 00 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

ARCH INSURANCE COMPANY

LETTER OF FILING AUTHORIZATION

This will certify that Insurance Regulatory Consultants, LLC (IRC) has been given full authorization to submit the captioned filing below on behalf of Arch Insurance Company. This authorization extends to all correspondence regarding this filing.

Carol Kennedy

Name

December 27, 2007

Date

Vice President

Title

Arch Insurance Company

Company



Signature

(212) 651-9863

Telephone Number

**Re: Arch Insurance Company
NAIC Number: 1279-11150; FEIN # 43-0990710
HSBC Energy Program – Forms Filing
Filing Designation Number: ARCH-07-244**

HSBC ENERGY PROGRAM – EXPLANATORY MEMORANDUM

Arch Insurance Company, a member of Insurance Services Office (ISO), is submitting independent general liability forms for its new HSBC Energy Program.

These endorsements will be attached to the current ISO Commercial General Liability Coverage Part, which ISO filed on Arch's behalf. This new program's rates will be determined by Arch's approved GL LCM and the ISO General Liability loss costs, rules and rating plans.

This is a new program for Arch and there is no rate impact.

INDUSTRY SEGMENT PROFILE

HVAC Program

HVAC is an abbreviation for **H**eating, **V**entilation and **A**ir **C**onditioning. HVAC contractors specialize in the installation and maintenance of furnaces, heat pumps and central air conditioners. Work is performed for commercial and residential customers. Operations consist of associated electrical, plumbing and sheet metal work.

Eligible Operations:

Contractors involved with Heating and Air Conditioning installation, maintenance, service and repair.

Sewer and Water Contractors Program

A water and sewer contractor specializes in the construction, installation, maintenance and repair of water and sewer lines. Work may be performed for utilities, municipalities, sewer and water districts and commercial or residential developers.

Eligible Operations:

Contractors involved in the construction, installation, maintenance and/or repair of water and/or sewer lines.

Oil & GAS Program

The oil & gas industry is heavily regionalized to the southwest portion of the U.S., although some of this work is done in other regions of the country. The industry is made up of the following core groups:

Eligible Operations:

- Lease Operators including NOWI (non-operating working interest - investors)
- Drilling Contractors / Workover Contractors / Oilfield Servicing Contractors
- Consulting and Engineering Service
- Support Contractors

Eligible Operations:

- Lease Operators
- Non-Operators Interest (NOWI)
- Drilling Contractors
- Support contractors

Pipeline Program

Pipeline operations are networks of piping, usually underground, used to distribute petroleum based fluids and/or gases to customers. Pipelines can be stand-alone operations or owned by public or private utility companies. Pipeline risks are located in all areas of the United States, and can often cut through areas of varying population density. Distribution of natural gas, crude oil, LPG and/or other petroleum based products to residential, commercial or industrial customers via pipelines.

Eligible Operations:

- Pipeline Operations, Existence Hazard (Distribution and Transmission).
- Pipeline installation, service, repair and inspection (Distribution and Gathering Lines). (CA operations are not eligible)
- Related Consulting and/or Engineering Services.

Utility Program

A public utility is a company that maintains the infrastructure for a public service (often also providing a service using that infrastructure). Public utilities often involve natural monopolies, and as a result are often government monopolies, or if privately owned, treated as specially regulated sectors.

Eligible Utilities:

- Public Utilities - Rural Cooperatives

Eligible Utilities – by service provided:

- Electric
- Gas
- Combination Utilities (Gas & Electric)

ARCH INSURANCE COMPANY

HSBC ENERGY PROGRAM

GENERAL LIABILITY FORMS LISTING

HSBC Energy Program - Industry Segments

H - HVAC Program
O - Oil & Gas Program
P - Pipeline Program
S - Sewer and Water Contractors Program
U - Utility Program

	Form Number	Form Title	Industry Segment Availability
1	00 GL0407 00 11 07	Waiver Of Subrogation As Required By Contract	H, O, P, S, U
2	00 GL0408 00 11 07	Additional Insured - Where Required Under Contract or Agreement	H, O, P, S, U
3	00 GL0409 00 11 07	Primary Coverage For Specified Persons Or Organizations Named As Additional Insureds - Ongoing and Completed Operations	H, O, P, S, U
4	00 GL0410 00 11 07	Anti-Stacking Of Limits Endorsement	O
5	00 GL0411 00 11 07	Aircraft Products Exclusion And Grounding Endorsement	H, O, P, S, U
6	00 GL0412 00 11 07	ERISA Exclusion	H, O, P, S, U
7	00 GL0413 00 11 07	In Rem Coverage	O
8	00 GL0414 00 11 07	Products Completed Operations Exception For Specified Business Activities	H
9	00 GL0415 00 11 07	Forest Fire Suppression Costs Endorsement	U
10	00 GL0416 00 11 07	MTBE Exclusion	H, O, P, S, U
11	00 GL0417 00 11 07	Radioactive Matter Exclusion	H, O, P, S, U
12	00 GL0418 00 11 07	Exclusion For Continuing Or Progressive "Bodily Injury", "Personal And Advertising Injury" Or "Property Damage Liability"	H, S
13	00 GL0419 00 11 07	Amendment Of Limits Of Insurance	H, O, P, S, U
14	00 GL0420 00 11 07	Boats	U
15	00 GL0421 00 11 07	Residential Construction Operations Exclusion Endorsement	H, S
16	00 GL0422 00 11 07	Exclusion - Underground Storage Tank Incidents	O, U
17	00 GL0423 00 11 07	Transmissible Spongiform Encephalopathy (TSE) Exclusion Endorsement	U
18	00 GL0424 00 11 07	Pollution Exclusion - Limited Exception For A Short-Term Pollution Event	H, O, P, S, U
19	00 GL0425 00 11 07	Absolute Wrap-Up Exclusion	H, O, P, S, U
20	00 GL0429 00 11 07	Gulf Of Mexico Endorsement	O
21	00 GL0430 00 12 07	Livestock Damage Endorsement	U
22	00 GL0431 00 12 07	Waiver Of Premium Audit Endorsement	U